

Donald & Beverly Swezey
3666 Cherokee Drive
Carson City, NV 89705
June 15, 2007

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AND FILED

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To the Honorable Judge of the
United States Bankruptcy Court
District of Nevada

UNITED STATES
BANKRUPTCY COURT
PATRICIA GRAY CLERK

I am addressing the Case No. BK-S-06-10725 Chapter 11 to be brought before you on July 27, 2007 that was filed by the Attorneys for Post-Effective Date USA Capital Diversified Trust Deed Fund LLC.

We are listed as Donald Swezey and Beverly W. Swezey 2001 Trust. The aim of this action is to void our claim to the principal and interest of our investment, as we see it.

We contacted someone from USA Capital and they said that as long as we had the paper work showing that they were servicing our account, there was no need to file the proof of claim. We were later told we should file and we did. I have no names to put to these people.

It would seem to me that the administrators of this bankruptcy should be more concerned with the plight of all of the investors (including the ten listed in this action) in the USA Diversified Fund instead of figuring out ways to keep our money.

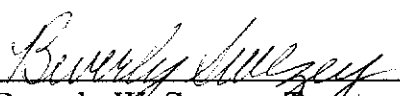
They have many more resources than we do and we will have to admit that we don't understand most of what they send us. We are retired and this is part of our retirement, so we don't have the money to hire a lawyer to watch this full time. We also feel that if we were to hire a lawyer, there wouldn't be much left after all the lawyers got done with it.

Please find enclosed copies of our proof of investment and some transactions from USA Capital Diversified Fund LLC.

Your Honor, we are asking that you find in our favor because we are the damaged ones by this bankruptcy through no cause of our own and feel we should be the beneficiaries of the actions of court and the attorneys not the target.

Yours truly,


Donald Swezey-Trustee


Beverly W. Swezey-Trustee

USA Capital Realty Advisors
 4484 South Pecos Road
 Las Vegas, NV 89121

Account Transaction Summary

Donald And Beverly W. Swezey Trustee Of The Donald
 Swezey And Beverly W. Swezey 2001 Trust 2/20/01
 3666 Cherokee Drive
 Carson City, NV 89705

Pompeo Lombardi
 800 South Meadows Pkwy. #300
 Reno, NV 89511
 Account #: 18290

Your Portfolio Summary As Of Thursday, December 01, 2005:

Fund	Number of Shares	Last Price (USD)	Market Value (USD)	% Port.
USA Capital Diversified Trust Deed Fund	49,733.95	1.00	49,733.95	100.00%
Total			49,733.95	

*When applicable, the % of portfolio is calculated using the US dollar equivalent value at current exchange rates

USA Capital Diversified Trust Deed Fund - Class N

Trade Date	Trade Type	Amount	Shares Transacted	Price/Share	Balance
01-Nov-2005	Starting Balance				50,000.00
01-Nov-2005	Daily Accrued Dividend ACH	382.98	0.00	0.00	50,000.00
01-Dec-2005	Redemption	-266.05	-266.05	1.00	49,733.95
01-Dec-2005	Daily Accrued Dividend ACH	374.04	0.00	1.00	49,733.95

This distribution includes a 0.5321% return of capital.

This payment represents a return of cash paid interest of 8.98% per annum for the month of November, 2005.
 The Fund also has accrued additional unpaid interest of 0.91%, which will be distributed as it is received.

266.05
 372.17
 638.22
 9-21 979.86
 1618.08

USA Capital Realty Advisors
 4484 South Pecos Road
 Las Vegas, NV 89121

Account Transaction Summary

Donald And Beverly W. Swezey Trustee Of The Donald
 Swezey And Beverly W. Swezey 2001 Trust 2/20/01
 3666 Cherokee Drive
 Carson City, NV 89705

Pompeo Lombardi
 800 South Meadows Pkwy. #300
 Reno, NV 89511
 Account #: 18290

Your Portfolio Summary As Of Wednesday, December 01, 2004:

Fund	Number of Shares	Last Price (USD)	Market Value (USD)	% Port.
USA Capital Diversified Trust Deed Fund Class N	50,000.00	1.00	50,000.00	100.00%
Total			50,000.00	

*When applicable, the % of portfolio is calculated using the US dollar equivalent value at current exchange rates

USA Capital Diversified Trust Deed Fund - Class N

Trade Date	Trade Type	Amount	Shares Transacted	Price/Share	Balance
01-Nov-2004	Starting Balance				50,000.00
01-Nov-2004	Daily Accrued Dividend ACH	468.82	0.00	1.00	50,000.00
01-Dec-2004	Daily Accrued Dividend ACH	445.20	0.00	1.00	50,000.00

The Fund paid a return of 10.68% for the month of November 2004.
 Please contact your broker should you have any questions.



D. Swezey
B. Swezey
3666 Cherokee Dr.
Carson City, NV 89705

Date 5-17-04

1499

94-80142812

Pay to the
Order of

USA Capital Dividend Trust
Deed Trust, LLC

\$ 50,000.-

Dollars 50,000



GREATER
NEVADA
CREDIT UNION
PO Box 5118
Carson City, NV 89705-5118

SENIOR PRIVILEGE ACCOUNT

Memo

Units

1:321280143: 100008008094 1499

Beverly Swezey



TRANSACTION CONFIRMATION

**USA Capital Realty Advisors
4484 South Pecos Road
Las Vegas, NV 89121**

Phone:

**Donald And Beverly W. Swezey Trustee Of
The Donald Swezey And Beverly W. Swezey
2001 Trust 2/20/01
3666 Cherokee Drive
Carson City, NV 89705**

Shareholder Account: 18290

Transaction Details

USA Capital Diversified Trust Deed Fund

Transaction Amount: \$ 50,000.00

Transaction Date: 06/01/2004

New Balance: \$ 50,000.00

Transaction Type: Purchase

Dividend Disbursement: Pay Via ACH

Sweetly 2000
6/1/04 entry

THE LIMITED LIABILITY COMPANY MEMBERSHIP INTEREST UNITS PURCHASED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). SUCH INTERESTS MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED TO ANY PERSON AT ANY TIME IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT COVERING SUCH UNITS UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE MANAGER OF THE COMPANY TO THE EFFECT THAT SUCH REGISTRATION IS NOT REQUIRED. IN ADDITION, IN NO EVENT MAY UNITS BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED TO ANY PERSON WHO IS NOT A RESIDENT OF NEVADA FOR A PERIOD OF NINE MONTHS FROM THE DATE OF THE LAST SALE THEREOF BY THE FUND.

1230

SUBSCRIPTION AGREEMENT AND POWER OF ATTORNEY

USA CAPITAL DIVERSIFIED TRUST DEED FUND, LLC, a Nevada limited liability company

The undersigned hereby applies to become a Member of USA CAPITAL DIVERSIFIED TRUST DEED FUND, LLC, a Nevada limited liability company (the "Company"), and subscribes to purchase the number of Units herein indicated in accordance with the terms and conditions of the Operating Agreement attached as Exhibit A to the Offering Circular dated March 1, 2000, as amended or supplemented from time to time (the "Offering Circular").

1. **REPRESENTATIONS AND WARRANTIES.** The undersigned represents and warrants as follows:

(a) I have received, read and fully understood the Offering Circular and in making this investment I am relying only on the information provided in the Offering Circular. I have not relied on any statements or representations inconsistent with those contained in the Offering Circular.

(b) I understand that the Units are being offered and sold without registration under the Securities Act of 1933, as amended, in reliance upon the exemption from such registration requirements for intrastate offerings. I acknowledge and understand that the availability of this exemption depends in part upon the accuracy of the representations and warranties contained herein, which I hereby make with the intent that they may be relied upon by the Manager.

(c) My principal residence is in the State of Nevada. Except as hereafter provided, if I am acting as the trustee of a trust or on behalf of any other business entity, both the principal office and the principal place of business of such trust or other entity are located in the State of Nevada. If I am acting as the trustee or custodian of a Keogh plan, Individual Retirement Account or other retirement plan and I am not a resident of Nevada, then all of the following requirements are satisfied: (i) all participants or beneficiaries of such retirement plan have their principal residence in Nevada; (ii) all investment decisions regarding such plan are made by such resident participants and/or beneficiaries; and (iii) I perform only ministerial functions with respect to the investment of plan assets, with no independent authority or discretion to make investment decisions.

(d) I understand that Units may not be sold or otherwise disposed of without the prior written consent of the Manager, which consent may be granted or withheld in its sole discretion, and that any such transfer is also subject to other restrictions described in the Offering Circular and in the Operating Agreement. I have liquid assets sufficient to assure myself (i) that investment in these Units will not cause me undue financial difficulties and (ii) that I can provide for my current needs and possible personal contingencies or, if I am the trustee of a retirement trust, that the limited liquidity of the Units will not cause difficulty in meeting the trust's obligations to make distributions to plan participants in a timely manner.

(e) I understand that an investment in the Units involves certain risks.

(f) I am 18 years of age or older.

(g) By virtue of my own investment acumen and experience or financial advice from my independent advisors (other than a person receiving commissions by reason of my purchase of Units), I am capable of evaluating the risks and merits of an investment in the Units.

(h) I am purchasing the Units solely for my own account, and not with a view to or for a sale in connection with any distribution of the Units.

(i) Either (i) I have a net worth (exclusive of home, furnishings and automobile) of at least \$50,000 and an annual gross income of at least \$50,000; or (ii) I have a net worth (exclusive of home, furnishings and automobile) of at least \$100,000; or (iii) I am purchasing as a trustee or other fiduciary for an individual that meets the requirements of (i) or (ii) above or for an account or plan whose donor or plan participant meets the requirements of (i) or (ii) above.

2. **POWER OF ATTORNEY.** I hereby irrevocably constitute and appoint the Manager as my true and lawful attorney-in-fact, with full power and authority for me, and in my name, place and stead, to execute, acknowledge, publish and file:

(a) The Operating Agreement, the Articles of Organization of the Company and any amendments thereto or cancellations thereof required under the laws of the State of Nevada;

(b) Any other certificates, instruments and documents as may be required by, or may be appropriate under, the laws of any state or other jurisdiction in which the Company is doing or intends to do business; and

(c) Any documents which may be required to effect the continuation of the Company, the admission of an additional or substituted Member, or the dissolution and termination of the Company.

The power of attorney granted above is a special power of attorney coupled with an interest, is irrevocable, and shall survive my death or the delivery of an assignment of Units by me; provided, that where the assignee of Units has been approved by the Manager for admission to the Company as a substituted Member, such power of attorney shall survive the delivery of such assignment for the sole purpose of enabling the Manager to execute, acknowledge, file and record any instrument necessary to effect such substitution.

3. **ACCEPTANCE.** This Subscription Agreement and Power of Attorney (this "Agreement") will be accepted or rejected by the Manager within fifteen (15) days of its receipt by the Company. Upon acceptance, this subscription will become irrevocable, and will obligate the undersigned to purchase the number of Units indicated below, for the purchase price of \$25,000 per Unit. The Manager will return a countersigned copy of this Agreement to accepted subscribers, which copy (together with my cancelled check) will be evidence of my purchase of Units.

4. **PAYMENT OF SUBSCRIPTION PRICE.** The full purchase price for Units is \$25,000 per Unit, payable in cash concurrently with delivery of this Agreement. I understand that my subscription funds will not bear interest until I am admitted to the Company.

[ALTERNATIVE PARAGRAPH 4 - to be used if units are purchased through the contribution of an existing loan:

"The full purchase price for Units is \$25,000 per Unit, payable by the undersigned's contribution to the Company of an existing real estate secured loan in exchange for Units. This loan contribution is subject to all of the terms and conditions of the Offering Circular and Operating Agreement. This loan contribution, and the undersigned's purchase of Units in exchange therefore, will be consummated when all documents and acts required by the Manager to transfer the loan to the Company have been signed, recorded and taken. These documents and acts include, without limitation, an endorsement of the original note that evidences the loan, a recorded assignment of the deed of trust that secures the loan and an endorsement to the lender's title insurance policy whereby the underlying title company recognizes the transfer of the note and deed of trust to the Company. The amount of Units sold

in exchange for the loan contribution shall be equal to the outstanding principal balance of the loan, together with any accrued but unpaid interest.”]

5. THE UNDERSIGNED AGREES TO INDEMNIFY, DEFEND (BY COUNSEL REASONABLY ACCEPTABLE TO THE INDEMNIFIED PARTY) AND HOLD THE COMPANY, ITS MANAGER, MEMBERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND DAMAGES (INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES WHICH SHALL BE PAID AS INCURRED) WHICH ANY OF THEM MAY INCUR, IN ANY MANNER OR TO ANY PERSON, BY REASON OF THE FALSITY, INCOMPLETENESS OR MISREPRESENTATION OF ANY INFORMATION FURNISHED BY THE UNDERSIGNED HEREIN OR IN ANY DOCUMENT SUBMITTED HERewith.

6. INVESTOR INFORMATION. (Please print or type)

Name and Address of Investor or Beneficial Owner:

Donald Swezey and Beverly W. Swezey
trustees of the Donald Swezey and
Beverly W. Swezey 2001 Trust dated
2/29/81

3666 Cherokee Dr.
Carson City, Nevada 89705
 City Zip Code

() Telephone (Home) () Telephone (Office)

(1) My net worth (exclusive of home, furnishings and automobile) is at least \$50,000 and my annual gross income in the prior year was at least \$50,000:

Yes No

OR

(2) I have a net worth (exclusive of home, furnishings and automobile) of at least \$100,000:

Yes No

OR

(3) If I am purchasing as a trustee or other fiduciary, the individual donor, or plan participant meets the requirements of (1) or (2) above:

Yes No

Please complete the following, as applicable. (Investments by more than one of the following entities, even if related to each other or controlled by the same person, require completion of separate Subscription Agreement.)

Identifying InformationMonthly Income to Be: [1]

Individual:

Name _____ Compounded _____
 or Distributed _____
 Address _____

 _____, NV _____
 Soc. Sec. No. _____

Individual Retirement Account ("IRA"):

Trustee _____ Compounded _____
 or Distributed _____
 Address _____

 _____, NV _____
 Acct. No. _____ Tax I.D. No. _____

Pension or Profit Sharing Trust ("ERISA Plan"):

Trustee _____ Compounded _____
 or Distributed _____
 Address _____

 _____, NV _____
 Acct. No. _____ Tax I.D. No. _____

Corporation, Trust or Other:

Trustee Donald Swazey Compounded _____
Beverly or Distributed XX
 Address 3666 Cherokee Drive
Carson City, NV 89705
 Acct. No. _____ Tax I.D. No. 89-40-3142

[1] The election whether to receive monthly cash distributions, or to allow earnings to compound, is irrevocable and no changes by the investor will be allowed for the first year after an investor's admission to the Company. Thereafter, an investor may, on an annual basis and subject to the terms and conditions contained in the Offering Circular and Operating Agreement, elect to switch how distributions are treated. The Manager, however, reserves the right to immediately commence making cash distributions to previously compounding investors to ensure that the Company remains exempt from the application of the Plan Asset Regulations. Investors have the right to withdraw from the Company, subject to certain limitations. (See discussion in Offering Circular under "ERISA Considerations," "Summary of Operating Agreement" and "Withdrawal from Company.")

Number of Units to be Purchased: 2

Total Purchase Price (\$25,000 per Unit): \$ 50,000.00

Make check payable to "USA Capital Diversified Trust Deed Fund, LLC" and return with this Subscription Agreement to c/o USA Commercial Mortgage Company, 4484 South Pecos Road, Las Vegas, Nevada 89121.

IN WITNESS WHEREOF, the undersigned hereby agrees to become a Member in USA CAPITAL DIVERSIFIED TRUST DEED FUND, LLC, a Nevada limited liability company, upon the terms and conditions set forth in the Operating Agreement.

Dated: This 27th day of May, 2004

(X) Beverly Swezey
(signature of Investor or
Beneficial Owner)

(X) Donald Swezey
(signature of Investor or
Beneficial Owner)

(X) Beverly Swezey
(signature of Trustee, if any)

(X) Donald Swezey
(signature of Trustee, if any)

[IF IRA OR ERISA PLAN, THEN BOTH TRUSTEE AND BENEFICIAL OWNER(S) MUST SIGN.]

ACCEPTANCE

The foregoing Subscription Agreement is hereby accepted by USA Capital Diversified Trust Deed Fund, LLC.

Dated: 6/1, 2004
USA Capital Diversified Trust Deed Fund, LLC,
a Nevada limited liability company

By: USA Capital Realty Advisors, LLC
a Nevada limited liability company
Its Manager

By: 

Its: _____